

Section 2.0 Definitions – Add "respondent" as follows:

Respondent – a person, partnership, association, organization, labor organization, corporation, legal representative, trustee, trustee in bankruptcy, receiver, or fiduciary, including the State, any political or civil subdivision thereof, and all public officers, agencies, boards or bodies, that is charged with unlawful discrimination.

Section 2.1 of the State's Standard Terms and Conditions is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

a. The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

b. The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.

c. In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

The following section is added to the RFP to limited the bidder's liability.

Section 5.26, Substitution of Section 2.2 Language of the State's Standard Terms and Conditions

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 250% of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the Standard Terms and Conditions.

The contractor shall not be liable for special, consequential, or incidental damages.

The limitation of liability set forth in Section 5.16.3 shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the Standard Terms and Conditions.

The bid opening date is moved to March 26, 2004.

Section 3.2, first paragraph, second sentence is modified to read, "The application is envisioned as an integrated customized solution that incorporates packaged workflow management software, packaged document management software, a relational database, and other application software, along with business process rules."

Section 3.3.3 of the RFP, first sentence, is corrected to read, "The current database server software environment is described in Section 3.21."

Section 3.5, "Web Based Architecture", states the desire for a thin client, web-based solution, however, on page 30 and in other areas of the RFP reference is made to full-featured word processing functions. Please clarify.

Response: A classic client-server architecture is unacceptable. The case management core component including workflow and document management is to be web-based and served through a browser. However, it is not desirable to implement all word processing functionality within a thin client. Integration of currently utilized office productivity software with proposed workflow and document management components is preferred.

Section 4.4.2.4 of the RFP, "Mobilization and Implementation Plan", page 52, refers to a thirty-day mobilization period. This period of time is adequately explained on page 52, including bullets "a" through "e" identifying the State's requirements for this period of time.

The following paragraph is added to RFP Section 4.4.4, "Section 4 – Cost Proposal":

Information for price line 00052 of the price schedule, per RFP Section 5.23, shall consist of a list indicating the various skill categories and their respective hourly rates for additional and/or out-of-scope work. This list shall be presented on a separate sheet of paper, included with the State-provided price schedule, and placed in the Cost Proposal portion of the bidder's response. These skill categories and their respective hourly rates shall be utilized for the duration of the contract to accommodate additional and/or out-of-scope work, per RFP Section 5.23. Examples might include Project Manager, System Analyst, Programmer, Senior Programmer, etc.

Section 5.2, "Performance Bond", is changed to read, "Not applicable to this procurement."

Section 5.11, "Ownership of Material", does not apply to commercial off-the-shelf (COTS) software.

The "Bidder Data Sheets" contained in Section 7.0 of the RFP are to be completed by the bidder and included in Section 2, "Technical Proposal", of its bid response.

Q. When does the 4-year bid cycle begin? When does maintenance begin and end? How should the fixed costs for years 1 through 4 be calculated?

A. The year contract resulting from this RFP will commence on the Contract Award Date. As stated in RFP Section 3.19.3, commencing with the completion of rollout, the State requires a 1-year warranty period for all software. After the 1-year warranty, the State will then at its option be able to purchase software support for Years 2, 3, and 4. The price sheets have been changed to eliminate the fixed costs for years 1 through 4.

Q. Is there a requirement for On-Line Analytical Processing (OLAP)?

A. This functionality does not apply to this procurement

Q. Can you provide clarification on supported Development and Production environments

A. **Development Environment**

Database Server

Hardware: SUN E-450

Operating System: SUN Solaris 2.6

Database: Oracle 9i (rel 2)

Application Server
Hardware: SUN Netra T1
Software: Oracle Application Server 9i or higher

Web Server
Hardware: SUN Netra T1
Software: Apache/Oracle Application Server 9i or higher

Production Environment

Database Server
Hardware: SUN E-450
Operating System: SUN Solaris 2.6
Database: Oracle 9i (rel 2)

Application Server
Hardware: SUN Netra T1
Software: Oracle Application Server 9i or higher
Web Server
Hardware: SUN Netra T1
Software: Apache/Oracle Application Server 9i or higher

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- Q.** How will the application communicate with Apache server?
- A.** The application will communicate with the Apache server via Oracle 9ias using standard J2EE communication by way of JSPs and Servlets.
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- Q.** Is DCR open to a Microsoft Solution?
- A.** Yes, for presentation and application tiers only.

Section 3.21 specifies the preference for the database tier, in that Oracle is a documented technology standard for the State of New Jersey as well as the Department of Law and Public Safety.

- Q.** What are requirements for security? Encryption?
- A.** The RFP is amended to include the following section: "3.15.1, The application must deploy a secure authentication process by user name/password and role type. Authentication of user and role type will enable specific functionality throughout the application as defined in the RFP. Encryption is not required, with the exception of user passwords."
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- Q.** Can you define the level of 508 compliance required for this application?
- A.** The RFP is amended to include the following section: "3.22, "Rehabilitation Act Compliance", All web-based Intranet and Internet components of the DCR Case Management system proposed

shall comply with Section 1195.22, Paragraphs (a) through (k) of Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998."

Q. Is the State licensed for Oracle Software Configuration Manager (SCM)?

A. SCM is part of the Oracle Developer's Suite license and is a licensed tool of the Law and Public Safety Oracle development team.

Q. Can the state provide an hour-by-hour breakdown of WAN utilization of business hours for all DCR office locations?

A. This information requires specialized software and the need to place probes on the network at all remote office locations and is not readably available. The State will submit a request to the Office of Information Technology to obtain the breakdown of WAN utilization and will provide this information to the awarded bidder.

Q. What are the Retention Schedules?

A. Logs and Reports not associated with a specific case file	3 yrs
Investigative Case Files	
Cases that go before the Office of Administrative Law	20 yrs
All other cases	3 yrs

Records – where "records" denote data electronically stored in the case management system data repositories, the retention period is permanent.

Files – where "files" denote the physical case file which contains documents received by all parties to the complaint including Division work product, the terms of the retention schedule are applicable and the CMS will provide notice of the destruction date and maintain a record of the date of destruction.

Documents – where "documents" denote electronic record of correspondence generated by the CMS (word processing or reports associated with a specific case or activity) the terms of the retention schedule are applicable and the CMS will provide notice of the destruction date, permanently destroy documents, and maintain a record of the date of destruction.

Q. What is the expected time frame for delivery of the system?

A. From the point the contract is signed, the State expects the system to be operational no later than February 2005.

- Q.** When a change is made to an existing workflow process, will changes apply to future cases or will they apply to all past and future cases?
- A.** Changes to a workflow process will apply to all open cases within the workflow, all subsequent (new) cases utilizing the workflow, and all cases reopened and re-joining the workflow.
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- Q.** Can the State provide a list of available products from the FileNet Enterprise agreement?

- A.** The list is provided below.

Capture DocProcessing 3.x-4.0 Upg
Capture Fax 2.x
Capture OCR-2-PDF 4.0
Capture Prof Add'l Doc Entry 3.x-4.0 Upg
Capture Prof High Volume 3.x-4.0 Upg
Capture Prof Low Volume 3.x-4.0 Upg
Capture Prof Medium Volume 3.x-4.0 Upg
Capture Prof Personal 3.x-4.0 Upg
Capture Professional Medium Volume 4.0
Capture Toolkit 3.x-4.0 Upg
Content Web Access 2.x-3.x Upg
Dev IDM Services 3.4.2/3.5 to 3.6 Upg
Distributed Image Services
eForms 5.x Designer
eForms 5.x Shared User Lic
Ent DS 5.1.1-Ent Content Svcs 5.2 Upg
Ent IDM Svcs 3.4.2 to 3.5 Upg
Ent IDM Svcs 3.6 to 3.6ESE Upg
Enterprise IDM Services 3.5
eProcess Services 4.x Upg
eProcess Services 4.x-5.x Upg
Fax Inbound 2.x-3.x Upg
Fax Inbound 3.x
Fax Outbound 2.x
HP II 2.x to 3.x Upg
IDM Additional Doc Services Lic-Ent
IDM COLD Services Trans Lic
IDM Desktop 3.x Upg
IDM Development SLU
IDM Distributed Services Lic-Enterprise
IDM Document SLU Transition Lic
IDM Optical Driver Lic, High Capacity
IDM Professional Desktop 2.x-3.x Upg
IDM Professional Desktop 3x, and 2.x-3.x Upg
IDM Services 3.x Dedicated User Lic
IDM Services Development Solaris Oracle
IDM Services Oracle Customer Supplied
IDM Services Oracle RT SLU Trans Lic
IDM Services Oracle Runtime
IDM SLU Lic

IDM SLU Lic-Enterprise
IDM SLU Trans Lic
IDM Svcs 2.x Ded SLU-3.x Ded User Lic Up
IDM Svcs Conc SLU 2.x-Shared Usr 3.x Upg
IDM Toolkit 2.x-3.x Upg
IDM Web Desktop Lic
Image Services 3.x Shared User Lic
Image Services Toolkit 3.x
MSAR Driver-Medium Capacity
Optical Drivers-High Capacity
Optical Drivers-Low Capacity
Print 4.x
Print 4.x-Printer Lic
Report Mgr Prof Desktop 3.x-4.x Upg
Report Mgr Services 3.x-4.x Upg
Report Mgr SLU 3.x-4.x Upg
Toolkit for Web Services/IDM 3.x
Visual WF 3.0.4 Dedicated User License
Visual WF 3.0.4 Professional Desktop
Visual WF 3.0.4 Toolkit
Visual WF Desktop 3.x
Visual WF Desktop 3.x-Enterprise
Visual WF Professional Desktop 3.x
Visual WF Services NT Oracle
Visual WF Toolkit 3.x
VWF 3.x-WFS 4.x Ded User Lic Upg
Web Services 3.x for Existing Customers
Web Services 3.x Upg
WF Svcs 4.x-5.x Dedicated User Lic Upg

**CIVIL RIGHTS CASE MANAGEMENT SYSTEM, 04-X-35985
ADDENDUM 02 ATTACHMENT**

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SPECIFICATIONS			ADVERTISED BID PROPOSAL		
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET 8 TH FL P.O. BOX 320 TRENTON, NEW JERSEY 08625-0230			NUMBER: 04 - R - 35985 OPEN DATE: MARCH 26, 2004 TIME: 2:00 PM EASTERN T-NUMBER: T-2251 BIDDER:		
LINE NO	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO : 661350 / S006 DIVISION ON CIVIL RIGHTS CONSOLIDATED ADMIN. & SUPPORT SVS. 140 EAST FRONT STREET, 4 TH FLOOR PO BOX 184 TRENTON, NJ 08625-0184				
00001	COMMODITY CODE: 254-30-053539 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE PACKAGE COST, IF APPLICABLE	1	EACH		
00002	COMMODITY CODE: 254-30-053540 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE SETUP (E.G., ESTABLISHING DCR-SPECIFIC WORKFLOW PROCESS)	1	TASK		
00003	COMMODITY CODE: 254-30-053541 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE CUSTOMIZATIONS – IF PACKAGE SOLUTION	1	TASK		
00004	COMMODITY CODE: 254-30-053542 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE DEVELOPMENT – IF CUSTOM SOLUTION	1	TASK		
00005	COMMODITY CODE: 254-30-053543 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE TESTING	1	TASK		
00006	COMMODITY CODE: 254-30-053544 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE TRAINING	1	TASK		
00007	COMMODITY CODE: 254-30-053545 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE IMPLEMENTATION	1	TASK		
00008	COMMODITY CODE: 254-30-053546 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE DOCUMENTATION	1	TASK		
00009	COMMODITY CODE: 254-30-053547 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE ON-GOING SUPPORT		TASK		
00010	COMMODITY CODE: 254-30-053548 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE DATA CONVERSION	1	TASK		

00011	COMMODITY CODE: 254-30-053549 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE DATA INTERFACES	1	TASK		
00012	COMMODITY CODE: 254-30-053550 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE ADDITIONAL FEE FOR ON-SITE SERVICE – IF PACKAGE SOLUTION	1	TASK		
00013	COMMODITY CODE: 254-30-053551 DCR CASE MANAGEMENT SYSTEM TOTAL FOR WORKFLOW MANAGEMENT MODULE (SUBTOTAL PRICE LINES 00001 – 00012)	1	EACH		
00014	COMMODITY CODE: 254-30-053552 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE ANNUAL SOFTWARE MAINTENANCE – YEAR 2	1	YEAR		
00015	COMMODITY CODE: 254-30-053553 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE ANNUAL SOFTWARE MAINTENANCE – YEAR 3	1	YEAR		
00016	COMMODITY CODE: 254-30-053554 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT MODULE ANNUAL SOFTWARE MAINTENANCE – YEAR 4	1	YEAR		
00017	COMMODITY CODE: 254-30-053555 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE PACKAGE COST, IF APPLICABLE	1	TASK		
00018	COMMODITY CODE: 254-30-053556 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE SETUP	1	TASK		
00019	COMMODITY CODE: 254-30-053557 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE CUSTOMIZATIONS – IF PACKAGE SOLUTION	1	TASK		
00020	COMMODITY CODE: 254-30-053558 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE DEVELOPMENT – IF CUSTOM SOLUTION	1	TASK		
00021	COMMODITY CODE: 254-30-053559 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE TESTING	1	TASK		
00022	COMMODITY CODE: 254-30-053560 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE TRAINING	1	TASK		
00023	COMMODITY CODE: 254-30-053561 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE IMPLEMENTATION	1	TASK		
00024	COMMODITY CODE: 254-30-053562 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE DOCUMENTATION	1	TASK		
00025	COMMODITY CODE: 254-30-053563 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE	1	TASK		

	ON-GOING SUPPORT				
00026	COMMODITY CODE: 254-30-053564 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE TEMPLATE CREATION (25 TOTAL)	1	TASK		
00027	COMMODITY CODE: 254-30-053565 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE DATA INTERFACES	1	TASK		
00028	COMMODITY CODE: 254-30-053566 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE ADDITIONAL FEE FOR ON-SITE SERVICE – IF PACKAGE SOLUTION		TASK		
00029	COMMODITY CODE: 254-30-053567 DCR CASE MANAGEMENT SYSTEM TOTAL FOR DOCUMENT MANAGEMENT MODULE (SUBTOTAL PRICE LINES 00017 – 00028)	1	EACH		
00030	COMMODITY CODE: 254-30-053568 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE ANNUAL SOFTWARE MAINTENANCE – YEAR 2	1	YEAR		
00031	COMMODITY CODE: 254-30-053569 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE ANNUAL SOFTWARE MAINTENANCE – YEAR 3	1	YEAR		
00032	COMMODITY CODE: 254-30-053570 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT MODULE ANNUAL SOFTWARE MAINTENANCE – YEAR 4	1	YEAR		
00033	COMMODITY CODE: 254-30-053571 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE PACKAGE COST, IF APPLICABLE	1	TASK		
00034	COMMODITY CODE: 254-30-053572 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE SETUP	1	TASK		
00035	COMMODITY CODE: 254-30-053573 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE CUSTOMIZATIONS – IF PACKAGE SOLUTION	1	TASK		
00036	COMMODITY CODE: 254-30-053574 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE DEVELOPMENT – IF CUSTOM SOLUTION	1	TASK		
00037	COMMODITY CODE: 254-30-053575 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE TESTING	1	TASK		
00038	COMMODITY CODE: 254-30-053576 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE TRAINING	1	TASK		
00039	COMMODITY CODE: 254-30-053577 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE IMPLEMENTATION	1	TASK		
00040	COMMODITY CODE: 254-30-053578 DCR CASE MANAGEMENT SYSTEM	1	TASK		

	CASE MANAGEMENT MODULE DOCUMENTATION				
00041	COMMODITY CODE: 254-30-053579 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE ON-GOING SUPPORT	X	TASK		
00042	COMMODITY CODE: 254-30-053580 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE DATA INTERFACES	1	TASK		
00043	COMMODITY CODE: 254-30-053581 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE ADDITIONAL FEE FOR ON-SITE SERVICE – IF PACKAGE SOLUTION	X	TASK		
00044	COMMODITY CODE: 254-30-053582 DCR CASE MANAGEMENT SYSTEM TOTAL FOR CASE MANAGEMENT MODULE (SUBTOTAL PRICE LINES 00033 – 00043)	1	EACH		
00045	COMMODITY CODE: 254-30-053583 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE ANNUAL SOFTWARE MAINTENANCE – YEAR 2	1	YEAR		
00046	COMMODITY CODE: 254-30-053584 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE ANNUAL SOFTWARE MAINTENANCE – YEAR 3	1	YEAR		
00047	COMMODITY CODE: 254-30-053585 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT MODULE ANNUAL SOFTWARE MAINTENANCE – YEAR 4	1	YEAR		
00048	COMMODITY CODE: 254-30-053586 DCR CASE MANAGEMENT SYSTEM CASE MANAGEMENT INTERFACE TO ORACLE REPOSITORY, IF APPLICABLE	1	TASK		
00049	COMMODITY CODE: 254-30-053587 DCR CASE MANAGEMENT SYSTEM WORKFLOW MANAGEMENT INTERFACE TO ORACLE REPOSITORY, IF APPLICABLE	1	TASK		
00050	COMMODITY CODE: 254-30-053588 DCR CASE MANAGEMENT SYSTEM DOCUMENT MANAGEMENT INTERFACE TO ORACLE REPOSITORY, IF APPLICABLE	1	TASK		
00051	COMMODITY CODE: 254-30-055140 DCR CASE MANAGEMENT SYSTEM TOTAL DATA INTERFACES (SUBTOTAL PRICE LINES 00048, 00049, AND 00050)	1	EACH		
00052	COMMODITY CODE: 254-30-055141 ****HOURLY RATES LINE ITEM**** THIS LINE WILL BE USED PER RFP SECTION 5.23	N/A	HOUR	ATTACH SEPARATE SHEET LISTING VARIOUS SKILL CATEGORIES AND THEIR RESPECTIVE HOURLY RATE.	

TOTAL PRICE WITHOUT YEARS 2, 3, AND 4 MAINTENANCE	[A]	\$
PRICE OF YEARS 2, 3 AND 4 MAINTENANCE	[B]	
TOTAL BID PRICE	[A + B]	